

Exhibit E-1

**Assignment and Assumption Agreement for
LB Diversified Arbitrage Fund (SPV) LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), made and entered into as of this 23rd day of June, 2017 (the “Effective Date”), by and between Irving H. Picard, in his capacity as the Trustee (the “Trustee”) for the liquidation of the business of Bernard L. Madoff Investment Securities (“BLMIS”) and the substantively consolidated Chapter 7 estate of Bernard L. Madoff (“Madoff”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the “Madoff Estate”) (each of the Trustee and the Madoff Estate being referred to herein individually as a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the “Stipulation”);

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in LB Diversified Arbitrage Fund (SPV) LLC (the “Entity Interest”); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate’s right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

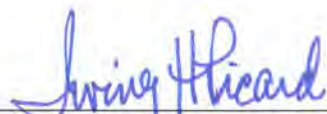
6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
TRUSTEE FOR THE LIQUIDATION OF THE
BUSINESS OF BERNARD L. MADOFF
INVESTMENT SECURITIES AND THE
SUBSTANTIVELY CONSOLIDATED CHAPTER
7 ESTATE OF BERNARD L. MADOFF

By: 
Irving H. Picard

Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 11/13/2018

MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: Martin Flumenbaum
Name: Martin Flumenbaum
Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.

Norma Soto
Notary Public

NORMA SOTO
Notary Public, State of New York
No. 01904893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019

Exhibit E-2

**Assignment and Assumption Agreement for
NB Thomas H. Lee Equity Fund VI LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of this 23rd day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 14, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in NB Thomas H. Lee Equity Fund VI LLC (the "Entity Interest"); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

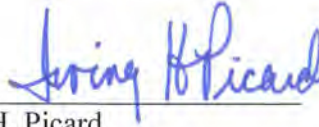
6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
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By: 
Irving H. Picard

Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
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Commission Expires 11/13/2018

MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: Martin Flumenbaum

Name: Martin Flumenbaum

Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.

Norma Soto

Notary Public

NORMA SOTO
Notary Public, State of New York
• No. 01804893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019

Exhibit E-3

**Assignment and Assumption Agreement for
NB Crossroads Fund XVII – Asset Allocation LP**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of this 23rd day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in NB Crossroads Fund XVII – Asset Allocation LP (the "Entity Interest"); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.
2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.


6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

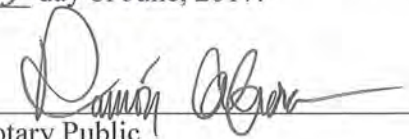
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TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
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By: 
Irving H. Picard

Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
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MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: Martin Flumenbaum

Name: Martin Flumenbaum

Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this

19 day of June, 2017.

Norma Soto

Notary Public

NORMA SOTO
Notary Public, State of New York
• No. 01804893337
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Exhibit E-4

**Assignment and Assumption Agreement for
AHM Ventures LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), made and entered into as of this 23rd day of June, 2017 (the “Effective Date”), by and between Irving H. Picard, in his capacity as the Trustee (the “Trustee”) for the liquidation of the business of Bernard L. Madoff Investment Securities (“BLMIS”) and the substantively consolidated Chapter 7 estate of Bernard L. Madoff (“Madoff”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the “Madoff Estate”) (each of the Trustee and the Madoff Estate being referred to herein individually as a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 1st, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the “Stipulation”);

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in AHM Ventures LLC (the “Entity Interest”); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.
2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate’s right, title, ownership, management, and economic interests in and to the Entity Interest.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

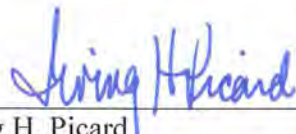
6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]


IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

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By: 
Irving H. Picard

Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
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MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: 

Name: Martin Flumenbaum

Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.



Notary Public

NORMA SOTO
Notary Public, State of New York
• No. 01SO4893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019

Exhibit E-5

**Assignment and Assumption Agreement for
Madoff Energy Holdings LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), made and entered into as of this 23rd day of June, 2017 (the “Effective Date”), by and between Irving H. Picard, in his capacity as the Trustee (the “Trustee”) for the liquidation of the business of Bernard L. Madoff Investment Securities (“BLMIS”) and the substantively consolidated Chapter 7 estate of Bernard L. Madoff (“Madoff”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the “Madoff Estate”) (each of the Trustee and the Madoff Estate being referred to herein individually as a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the “Stipulation”);

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in Madoff Energy Holdings LLC (the “Entity Interest”); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate’s right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

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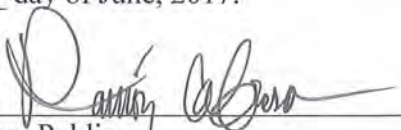
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TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
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By: 
Irving H. Picard


Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
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Commission Expires 11/13/2018

MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: 

Name: Martin Flumenbaum

Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.


Notary Public

NORMA ITO
Notary Public, State of New York
• No. 01804893337
Qualified in Queens County
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Commission Expires June 22, 2019

Exhibit E-6

**Assignment and Assumption Agreement for
Madoff Family LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of this 23rd day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 1st, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in Madoff Family LLC (the "Entity Interest"); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

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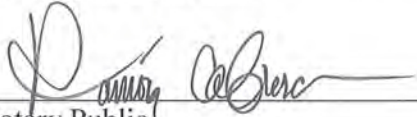
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By: 
Irving H. Picard

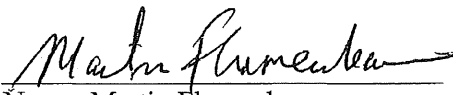
Sworn and subscribed before me this
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Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
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MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: 

Name: Martin Flumenbaum

Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.



Notary Public

NORMA SOTO
Notary Public, State of New York
No. 01SQ4893337
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Commission Expires June 22, 2019

Exhibit E-7

**Assignment and Assumption Agreement for
4th & Forty LLC (f/k/a JK Capital, LLC)**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of this 23rd day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in 4th & Forty LLC (f/k/a JK Capital, LLC) (the "Entity Interest"); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.
2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
TRUSTEE FOR THE LIQUIDATION OF THE
BUSINESS OF BERNARD L. MADOFF
INVESTMENT SECURITIES AND THE
SUBSTANTIVELY CONSOLIDATED CHAPTER
7 ESTATE OF BERNARD L. MADOFF

By: 
Irving H. Picard

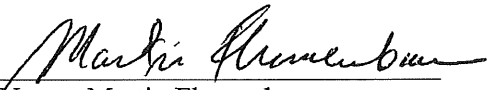
Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 11/13/2018

MARTIN FLUMENBAUM

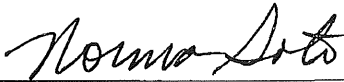
Executor of the Estate of Andrew H. Madoff

By: 

Name: Martin Flumenbaum

Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.



Notary Public

NORMA SOTO
Notary Public, State of New York
No. 01SO4893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019

Exhibit E-8

**Assignment and Assumption Agreement for
NME Delta LLC (f/k/a Nehst Media Enterprises, LLC)**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of this 27th day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in NME Delta LLC (f/k/a Nehst Media Enterprises, LLC) (the "Entity Interest"); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
TRUSTEE FOR THE LIQUIDATION OF THE
BUSINESS OF BERNARD L. MADOFF
INVESTMENT SECURITIES AND THE
SUBSTANTIVELY CONSOLIDATED CHAPTER
7 ESTATE OF BERNARD L. MADOFF

By: Irving H. Picard
Irving H. Picard

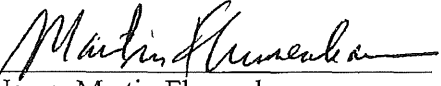
Sworn and subscribed before me this
23rd day of June, 2017.

Ramon Cabrera
Notary Public


RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 11/13/2018

MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: 
Name: Martin Flumenbaum
Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.


Notary Public

NORMA SOTO
Notary Public, State of New York
No. 01SO4893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019

Exhibit E-9

**Assignment and Assumption Agreement for
Underpar LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), made and entered into as of this 23rd day of June, 2017 (the “Effective Date”), by and between Irving H. Picard, in his capacity as the Trustee (the “Trustee”) for the liquidation of the business of Bernard L. Madoff Investment Securities (“BLMIS”) and the substantively consolidated Chapter 7 estate of Bernard L. Madoff (“Madoff”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the “Madoff Estate”) (each of the Trustee and the Madoff Estate being referred to herein individually as a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the “Stipulation”);

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in Underpar LLC (the “Entity Interest”); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.
2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate’s right, title, ownership, management, and economic interests in and to the Entity Interest.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

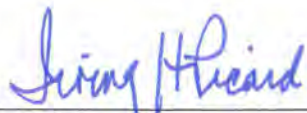
6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

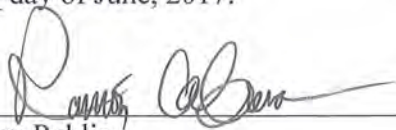
IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
TRUSTEE FOR THE LIQUIDATION OF THE
BUSINESS OF BERNARD L. MADOFF
INVESTMENT SECURITIES AND THE
SUBSTANTIVELY CONSOLIDATED CHAPTER
7 ESTATE OF BERNARD L. MADOFF

By: 
Irving H. Picard

Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 11/13/2018

MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: Martin Flumenbaum

Name: Martin Flumenbaum

Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
1st day of June, 2017.

Norma Soto

Notary Public

NORMA SOTO
Notary Public, State of New York
• No. 01SO4893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019

Exhibit E-10

**Assignment and Assumption Agreement for
P&C Restaurants LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of this 27th day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in P&C Restaurants LLC (the "Entity Interest"); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.
2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.


6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

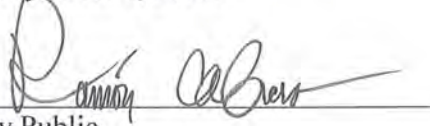
IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
TRUSTEE FOR THE LIQUIDATION OF THE
BUSINESS OF BERNARD L. MADOFF
INVESTMENT SECURITIES AND THE
SUBSTANTIVELY CONSOLIDATED CHAPTER
7 ESTATE OF BERNARD L. MADOFF

By: 
Irving H. Picard


Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

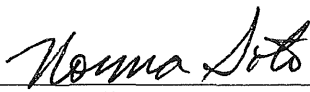
RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 11/13/2018

MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: 
Name: Martin Flumenbaum
Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.


Notary Public

NORMA SOTO
Notary Public, State of New York
• No. 01SO4893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019

Exhibit E-11

**Assignment and Assumption Agreement for
Madoff Brokerage and Trading Technology LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”), made and entered into as of this 23rd day of June, 2017 (the “Effective Date”), by and between Irving H. Picard, in his capacity as the Trustee (the “Trustee”) for the liquidation of the business of Bernard L. Madoff Investment Securities (“BLMIS”) and the substantively consolidated Chapter 7 estate of Bernard L. Madoff (“Madoff”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and Martin Flumenbaum, in his capacity as Executor of the Estate of Andrew H. Madoff (the “Madoff Estate”) (each of the Trustee and the Madoff Estate being referred to herein individually as a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 14, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the “Stipulation”);

WHEREAS, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

WHEREAS, the Madoff Estate maintains a certain ownership interest in Madoff Brokerage and Trading Technology LLC (the “Entity Interest”); and

WHEREAS, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

NOW, THEREFORE, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 3(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.
2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate’s right, title, ownership, management, and economic interests in and to the Entity Interest.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

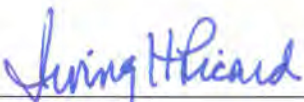
6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

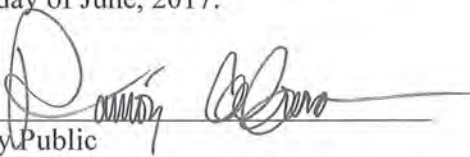
IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

TRUSTEE

IRVING H. PICARD, IN HIS CAPACITY AS THE
TRUSTEE FOR THE LIQUIDATION OF THE
BUSINESS OF BERNARD L. MADOFF
INVESTMENT SECURITIES AND THE
SUBSTANTIVELY CONSOLIDATED CHAPTER
7 ESTATE OF BERNARD L. MADOFF

By: 
Irving H. Picard


Sworn and subscribed before me this
23rd day of June, 2017.


Notary Public

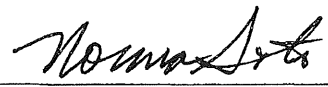
RAMON CABRERA
Notary Public, State of New York
No. 01CA6155386, Qualified in Bronx County
Certificate Filed in New York County
Commission Expires 11/13/2018

MARTIN FLUMENBAUM

Executor of the Estate of Andrew H. Madoff

By: 
Name: Martin Flumenbaum
Title: Executor of the Estate of Andrew H. Madoff

Sworn and subscribed before me this
19th day of June, 2017.


Notary Public

NORMA SOTO
Notary Public, State of New York
• No. 01SO4893337
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 22, 2019